

FS Agreement No. 11-MU-11132424-018  
Cooperator Agreement No. \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**NATIONAL SPELEOLOGICAL SOCIETY**  
**And The**  
**USDA, FOREST SERVICE**  
**CAVE AND KARST MANAGEMENT**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the National Speleological Society, hereinafter referred to as "NSS," and the USDA, Forest Service, Cave and Karst Management, hereinafter referred to as the "U.S. Forest Service."

Title: Collaboration in Managing Cave and Karst Resources

**I. PURPOSE:**

The purpose of this MOU is to establish a national framework upon which the NSS and the Forest Service may cooperatively plan and accomplish mutually beneficial work projects or activities as they relate to the effective and efficient management of cave and karst resources. The Forest Service relies on volunteer assistance from members of organizations interested in cave and karst resources, primarily members of the NSS, to provide manpower and expertise needed to protect and manage these resources, some of which are fragile. Continued or improved management of cave and karst resources on public lands requires this type of volunteer assistance.

Both parties believe that increased cooperation will promote better management of cave and karst resources and that these joint efforts will have long-term benefits. This national agreement establishes broad principles to assist the local units of the Forest Service in developing agreements, and most importantly, to recognize that such local cooperation represents one of the best ways the Forest Service has for carrying out their mission of "Caring for the Land and Serving the People." Cooperation and coordination may involve a wide range of activities including, but not limited to education, inventory, research, monitoring, protection, restoration, and other activities necessary to conserve these nonrenewable resources.

**II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

Both the NSS and the Forest Service have responsibilities and interests in the conservation and management of cave and karst resources.

The Forest Service is dedicated to the sustained management of natural resources on National Forest System (NFS) lands by providing for multiple uses of these resources for current and future generations. Managing the resources of the Nation's forests and grasslands requires the complex integration of resource assessments, management



actions, and cooperative partnerships. By working with partners, the Forest Service expands its capability to participate in conservation through stewardship, research, and education/outreach. Through Federal laws and regulations, the Forest Service has major responsibility for conserving biodiversity through the management of fish and wildlife habitats, including caves, and by providing special protection for threatened, endangered, and sensitive species. The Federal Cave Protection Act of 1988 authorizes the Forest Service to secure, protect, and preserve significant caves including their locations, on Federal lands and to foster increased cooperation and exchange of information between governmental authorities and those who use caves for scientific, education, or recreational purposes.

The National Speleological Society (NSS) is a non-profit membership organization dedicated to the scientific study of caves and karst; protection of caves and their natural contents through conservation, ownership, stewardship, and public education; and promoting responsible cave exploration and fellowship among those interested in caves.

In consideration of the above premises, the parties hereto agree to the following provisions.

### III. NATIONAL SPELEOLOGICAL SOCIETY SHALL:

- A. Assist the Forest Service in identifying, evaluating, managing, and protecting cave resources on NFS and other lands for the purpose of maintaining their unique, nonrenewable, and fragile biological, geological, hydrological, cultural, paleontological, scientific, and recreational values for present and future use.
- B. Consult on designation of significant caves as described in the Federal Cave Resources Protection Act of 1988.
- C. Collect data to help manage caves and participate in conservation and restoration activities such as:
  - 1. Development of cave management plans.
  - 2. Inventory of cave locations and cave resources.
  - 3. Notifying the Forest Service of any sensitive resources such as paleontological or archaeological materials found in caves.
  - 4. Installation and maintenance of cave gates and signs.
  - 5. Assist with monitoring of visitor use and promoting responsible caving techniques.
  - 6. Providing surveying and cartographic assistance.



7. Providing administrative support for cave resource programs.
  8. Conducting cave cleanup and restoration projects.
  9. Conducting research on caves and cave resources.
  10. Development of cave search and rescue plans.
- D. Identify in local subagreements, as funding and resources are available, how cave and karst resource information and locations will be handled. Local agreements will classify information ownership into two categories: 1) information belonging to the U.S. Forest Service which is available as public information, unless specifically exempt under the Freedom of Information Act and 2) information belonging to cooperating organizations or volunteers which will be made available to the U.S. Forest Service to aid its management decision making, but will not remain in possession of the Service and which will be treated by the U.S. Forest Service as proprietary information under the Freedom of Information Act to the full extent the law allows.
- E. Promote awareness of and responsible attitudes toward karst and cave resources and their management needs to NSS members and the public.
- F. Support responsible research in caves on NFS and other lands and encourage the dissemination of scientific information.
- G. Participate in ongoing meetings, as necessary, to discuss and identify opportunities for cooperative work on mutually beneficial projects or activities for the promotion of cave conservation, research and education

#### **IV. THE U.S. FOREST SERVICE SHALL:**

- A. Recognize the NSS, its internal organizations, and knowledgeable cavers as natural partners in the collaboration necessary to manage cave and karst resources. Consultation with these groups and individuals is important because they are often the best source of information about caves, the primary special interest group, and the principal users of caves on National Forests.
- B. Encourage volunteer involvement of qualified and experienced cavers and caving organizations in cave management projects, through the use of volunteer, participating, and cooperative management agreements. Development of these specific agreements shall be the responsibility of individual National Forests or their Districts and local internal organizations of the NSS
- C. Integrate the identification and management of caves and their associated resource values into resource management planning and management efforts, and avoid or minimize conflicts between cave resource management and other surface and subsurface resource management activities.



- D. Provide user opportunities which are compatible and consistent with objectives set forth in Land and Resource Management Plans (Forest Plans). These might include: recreation, education, research, or commercial activities, when those activities can be adequately managed.
- E. Recognize that members of the NSS and its local chapters have specialized skills in cave search and rescue techniques that should be included in planning and execution of responses to emergency incidents by the Forest Service.  
The NSS also possesses specialized information and resources for cave rescue in the form of equipment caches and resource lists maintained by the National Cave Rescue Commission Regional Coordinators.
- F. Participate in ongoing meetings, as necessary, to discuss and identify opportunities for cooperative work on mutually beneficial projects or activities for the promotion of cave conservation, research and education.

**V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

- A. White-nose Syndrome (WNS) has had devastating effects on bat populations. Concerns for bat populations and effects of WNS may require new restrictions or protocols for volunteers and Forest Service personnel working on projects, and may be a means to increase collaboration for monitoring cave and karst resource conditions. Such special requirements may include decontamination protocols, dedicated cave or research gear, etc. as identified by the Forest Service.
- B. Unlimited access to cave resource information can lead to loss or damage of non-renewable resources. All parties agree to support the Forest Service guidelines for maintaining the confidentiality of cave locations, and any archeological and paleontological resources they may contain.
- C. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: Thomas Evans, Government Liaison Address: Department of Earth Science Montana State University P.O. Box 173480 City, State, Zip: Bozeman, Montana 59717 Telephone: 406-994-4890 Email: cavertevans@gmail.com	Name: Geary Schindel, Administrative Vice-President Address: National Speleological Society Administrative Office 2813 Cave Avenue City, State, Zip: Huntsville, AL 35810-4431 Telephone: 256-852-1300 Email: nss@caves.org



**Principal U.S. Forest Service Contacts:**

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Cynthia Sandeno, National Cave Coordinator Address: USDA Forest Service City, State, Zip: 200 Sycamore Street Elkins, WV 26241 Telephone: 304-636-1800 ext. 194 FAX: 304-637-0582 Email: cmsandeno@fs.fed.us	Name: Jonathan Stephens, Congressionally Designated Areas and Trails, Program Manager Address: USDA Forest Service City, State, Zip: 201 14th Street, SW Washington, D.C. 20024 Telephone: (202) 205-1701 FAX: (202) 205-1145 Email: jstephens02@fs.fed.us

D. **NON-LIABILITY.** The parties to this agreement do not assume liability for any third party claims for damages arising out of this instrument.

E. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or NSS is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To NSS, at NSS's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

F. **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts the U.S. Forest Service or NSS from participating in similar activities with other public or private agencies, organizations, and individuals.

G. **ENDORSEMENT.** Any of NSS's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of NSS's products or activities.

H. **NONBINDING AGREEMENT.** This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of



separate instruments and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation instrument that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective instrument, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective instruments must comply with all applicable law

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- I. USE OF U.S. FOREST SERVICE INSIGNIA. In order for NSS to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- J. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this instrument, or benefits that may arise there from, either directly or indirectly.
- K. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- L. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. NSS shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- M. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. NSS shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

*"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"*



To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

*"This institution is an equal opportunity provider."*

- N. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- O. DEBARMENT AND SUSPENSION. NSS shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should NSS or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- P. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- Q. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through February 28, 2016 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- R. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.



*Gordon Birkhimer*

*3-30-11*

GORDON BIRKHIMER, PRESIDENT  
National Speleological Society

Date

*James S. Bedwell for*

*4/28/2011*

JAMES S. BEDWELL, DIRECTOR RECREATION,  
HERITAGE AND VOLUNTEER RESOURCES  
U.S. Forest Service

Date

The authority and format of this instrument have been reviewed and approved for signature.

*Alison Leiman*

March 17, 2011

ALISON LEIMAN  
U.S. Forest Service Grants & Agreements Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-6410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 677-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.